

AGREEMENT FOR THE DEPARTMENT OF FOREIGN AFFAIRS' PROCUREMENT OF CONTRACTING OF THE SERVICES OF OUTSOURCED PERSONNEL OF THE OFFICE OF CONSULAR AFFAIRS FOR 01 JULY TO 31 DECEMBER 2024

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Department of Foreign Affairs' (DFA) Procurement of the Contracting of Services of Outsourced Personnel of the Office of Consular Affairs (OCA) for **01 July to 31 December 2024** (hereinafter, the **AGREEMENT**), entered into in Pasay City, Philippines, on 01 JUL 2024, between the:

DEPARTMENT OF FOREIGN AFFAIRS, (hereafter, the **PROCURING ENTITY**), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (**HOPE**), **HONORABLE ANTONIO A. MORALES**,

and

DBP SERVICE CORPORATION (hereinafter, the **CONTRACTOR**), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted Securities and Exchange Commission (SEC) Certificate of Registration dated 18 July 1985, herein (**ANNEX "A"**), with business address at 2F, Executive Building Center, Sen. Gil Puyat Avenue corner Makati Avenue, Makati City, represented by its President, **MR. RAUL LUIS D. MANALIGOD**, who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 24 June 2024, herein (**ANNEX "B"**).

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** invited bids for the Procurement of the Contracting of Services of Outsourced Personnel of the Office of Consular Affairs (**OCA**) for **01 July 2024 to 31 December 2024**, and has accepted a bid by the **CONTRACTOR** to provide said services in the amount of **TWENTY SIX MILLION SIX HUNDRED FIVE THOUSAND TWO HUNDRED PESOS AND 66/100 (PhP 26,605,200.66)** only, (hereinafter, the Contract Price), inclusive of all applicable taxes and other lawful charges.

WHEREAS, this Agreement, undertaken pursuant to **BAC Resolution No. OCA-PB-02-24** dated 28 June 2024 and Notice of Award (NOA) dated 28 June 2024 (**ANNEX "C"**), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;

WHEREAS, OCA issued a Certificate of Satisfactory Service, herein (**ANNEX "D"**), to the **CONTRACTOR** for the services rendered from 16 May 2023 to 30 June 2024;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

**SECTION I
GENERAL PROVISIONS**

1.1. The definitions included in the General Conditions of the Contract (GCC), herein (**ANNEX "E"**), and Special Conditions of the Contract (SCC), herein

(**ANNEX "F"**), provided in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated in this **AGREEMENT**.

1.2. The **CONTRACTOR** shall deliver the services to the **PROCURING ENTITY** within the period prescribed in the Technical Specifications and Scope of Work, herein (**Annex "G"**).

1.3. The following documents are also attached and made integral parts of this **AGREEMENT**:

ANNEX "H" – Bid Form submitted by the **CONTRACTOR**

ANNEX "I" – Certificate of Availability of Funds

ANNEX "J" – Supplemental / Bid Bulletin No. 1

ANNEX "K" – Performance Bond / Security

1.4. The **PARTIES** agree that the duration of this **AGREEMENT** shall be from **01 July 2024 to 31 December 2024**.

1.5. The **CONTRACTOR** shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.

1.6. For and in consideration of the performance of services, the **PROCURING ENTITY** shall pay the **CONTRACTOR** the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions of Sections 10 and 11 of the GCC.

SECTION II MISCELLANEOUS PROVISIONS

2.1. **Liability of the Service Contractor** – The **CONTRACTOR's** liability under this Agreement shall be as provided by the laws of the Republic of the Philippines. If the **CONTRACTOR** is a joint venture, all partners to the joint venture shall be jointly and severally liable to the **PROCURING ENTITY**.

2.2. **Indemnity** – The **CONTRACTOR** shall hold on the **PROCURING ENTITY** free and harmless from, and hereby binds and obligates itself to indemnify the **PROCURING ENTITY** for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgements, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the **CONTRACTOR** and/or of its employees, agents, representatives, or sub-contractor.

2.3. **Confidentiality** – Except as required by law or pursuant to prior written consent, the **CONTRACTOR** agrees to keep confidential and not disclose any information or document of the **PROCURING ENTITY** or which the **PROCURING ENTITY** designated the information as confidential. The **CONTRACTOR** shall take all reasonable steps to ensure that its employees, contractors, agents and advisers comply with this clause. This clause shall survive even after the termination of this Agreement.

2.4. **Force Majeure** – The **PROCURING ENTITY** and the **CONTRACTOR** shall not be liable in any way whatsoever for delays or failure in the performance

resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, government regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligations of the **PROCURING ENTITY** and the **CONTRACTOR** insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.

- 2.5. Data Privacy Act** – The **CONTRACTOR** and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the **CONTRACTOR** and its personnel shall be responsible for the destruction of all the data secured from the **PROCURING ENTITY** after the termination of this Agreement.
- 2.6. Assignees and Successors** – This Agreement shall be binding upon and inure to the benefit of the **Parties** hereto and their assignees and successors-in-interest: *Provided, however,* That the **CONTRACTOR** shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the **PROCURING ENTITY**.
- 2.7. Third Party Contracts** – Any other contract or agreement entered into by the **CONTRACTOR** and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the **PROCURING ENTITY**.

The **CONTRACTOR** warrants that it shall hold free and harmless the **PROCURING ENTITY** from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect or consequential or punitive damages relating to the conduct or completion of the project.

- 2.8. Waiver of Rights** – No failure, omission or delay of any of the **Parties** in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the **Party's** authorized representative. Such waiver shall be effective only in the specific instance and for the purpose from which it is given.
- 2.9. Dispute Resolution and Venue of Action** – The **Parties** shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either **Party** has served written notice thereof on the other **Party**, the **Parties** agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, order and judgements filled or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the **Parties** from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

2.10. Amendment – Any amendment of the Agreement shall be mutually agreed upon by the **Parties** in writing.

Should the **PROCURING ENTITY** require, amendments to the Agreement shall be subject to a written agreement of the **Parties** and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

2.11. Separability Clause – The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

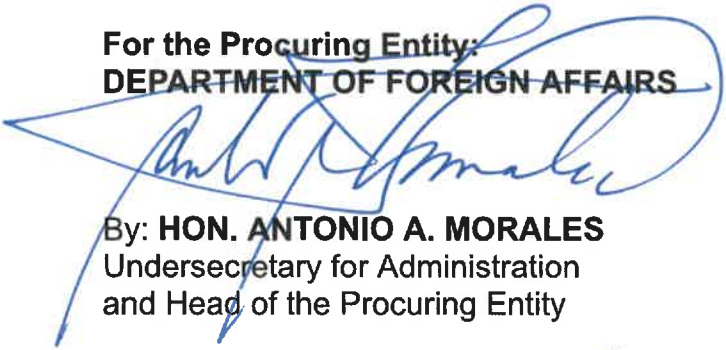
If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The **Parties** shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

2.12. Governing Law – The validity and interpretation of the terms and conditions of this Agreement shall be governed by the construed in accordance with the laws of the Philippines.

2.13. Entire Agreement – Both **Parties** acknowledge that this Agreement and its Annexes constitute the entire Agreement between the Parties and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the **Parties** relating to the subject matter hereof.

IN WITNESS WHEREOF, the **Parties** through their authorized representatives hereto have signed this **AGREEMENT** on 01 JUL 2024, in Pasay City, Metro Manila.

For the Procuring Entity:
DEPARTMENT OF FOREIGN AFFAIRS



By: **HON. ANTONIO A. MORALES**
Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:
DBP SERVICE CORPORATION


By: **MR. RAUL LUIS C. MANALIGOD**
President
DBP Service Corporation

WITNESSES:


LORLEEJANE S. MANDI
Special Collecting and Disbursing Officer


MR. GERRY A.C. ARELLANO
Vice-President
DBP Service Corporation

ACKNOWLEDGEMENT

Republic of the Philippines)
MAKATI CITY) s.s.

BEFORE ME, a NOTARY PUBLIC for and in the City of Pasay, Philippines, on 03 MAR 2024 personally appeared **HONORABLE ANTONIO A. MORALES**, Undersecretary for Administration and Head of the Procuring Entity (HOPE) of the Department of Foreign Affairs and **MR. RAUL LUIS C. MANALIGOD**, President of DBP Service Corporation, known to me to be the same persons who executed the foregoing **AGREEMENT FOR THE PROCUREMENT OF CONTRACTING OF THE SERVICES OF OUTSOURCED PERSONNEL OF THE OFFICE OF CONSULAR AFFAIRS FOR CY 01 JULY 2024 TO 31 DECEMBER 2024** which instrument consists of Five pages including the page on which this acknowledgment is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Government-Issued ID of the Parties were exhibited to me, the same bearing:

NAME	ID NO.	PLACE OF ISSUE	DATE OF ISSUE
ANTONIO A. MORALES	PASSPORT D0013516A	DFA MANILA	08 MAR 2024
RAUL LUIS C. MANALIGOD	SSS NO: 33-4092839-4		

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

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Series of 2024

Cesar T Verano
ATTY. CESAR T VERANO
 NOTARY PUBLIC MAKATI CITY
 APPOINTMENT NO M-029
 VALID UNTIL DECEMBER 31 2024
 ISSUED ON DECEMBER 14 2022
 PTR NO MKT 10075072 · 01-02 2024 · MAKATI CITY
 IBP NO 396485 ROLL NO 29024
 MCLE COMPLIANCE NO VII-0023845
 VALID UNTIL APRIL 14 2025
 OFFICE ADDRESS #2733 G/F CARREON BLDG
 ZENAIDA ST, BRGY POBLACION MAKATI CITY

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